

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3	
2. Amendment/Modification No. P00009		3. Effective Date 2004JUN09		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ATBC JACK BROWN (586)574-6309 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BROWNJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342 SCD C PAS S2404A3903AS ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) AMERICAN TRUCK CO. LLC. 2010 CORPORATE RDG SUITE 700 MCLEAN, VA. 22102 TYPE BUSINESS: Large Business Performing in U.S. Code 1ZHP7 Facility Code				<input type="checkbox"/> 9A. Amendment Of Solicitation No.			
				<input type="checkbox"/> 9B. Dated (See Item 11)			
				<input checked="" type="checkbox"/> 10A. Modification Of Contract/Order No. DAAE07-03-C-S114			
				<input type="checkbox"/> 10B. Dated (See Item 13) 2004JAN05			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: C							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION Contract Expiration Date: 2009DEC30							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) GLORIA MCCracken MCCRACKG@TACOM.ARMY.MIL (586)574-6524			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUN09	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD P00009	Page 2 of 3
Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification P00009 is to add FAR Clause 52.245-4 entitled "Government Furnished Property (Short Form)" to the Contract and to authorized the removal and use of MTTC truck number 11 for off-site testing for a period not to exceed 5 weeks.
2. SECTION H:
 - a. FAR Clause 52.245-4 entitled "Government Furnished Property (Short Form)" is set forth as provision H-14 on the attached Continuation Sheet which is to be marked page 75f and is hereby added to the contract.
 - b. Clause H-15 entitled "Government Furnish Property" is also set forth on the attached Continuation Sheet and is hereby added to the contract.
3. Other than provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.
4. As a result of this modification, the total contract amount remains unchanged.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-C-S114 MOD/AMD P00009	Page 3 of 3
---------------------------	---	---------------------------

Name of Offeror or Contractor: AMERICAN TRUCK CO. LLC.

H-14 52.245-4 -- Government-Furnished Property (Short Form) (June 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of Clause)

H.15 GOVERNMENT FURNISH PROPERTY -

H.15.1 The contractor is authorized to remove and use MTTC truck number 11 for off-site testing for a period not to exceed 5 weeks from the effective date of modification P00009.

H.15.2 The contractor is fully responsible for all costs associated with the movement of this vehicle to the test site and return; all testing and for any and all damage to the MTTC truck during this time away from the Ft Wayne plant.

H.15.3 Upon completion of testing, the contractor shall refurbish the MTTC truck to "like new" condition prior to shipment of the vehicle to its final destination, at no additional cost to the Government.

*** END OF NARRATIVE A 009 ***